



Na Lei Hulu Kupuna

610 Cooke Street, Honolulu, Hawaii 96813

HOUSE RULES

Introduction

These House Rules are intended to

- * promote harmonious relations among all Tenants
- * provide maximum enjoyment of the Premises by all Tenants
- * foster an 'aging in place' concept
- * protect the reputation and integrity of Na Lei Hulu Kupuna

We anticipate that all Tenants and their guests shall comply with these House Rules and by standards of reasonable conduct whether covered by these House Rules or not. All Tenants must acknowledge and accept that apartment living requires each person to have respect and consideration for the needs and rights of other residents.

These House Rules are not all-encompassing. Consequently, certain circumstances and situations may arise that are not specifically covered by these House Rules. Those occurrences and the resolution of the same will be at the discretion of the Managing Agent or Manager, operating within the overall framework and intent of these House Rules.

The full authority and responsibility for enforcing these Rules has been delegated to the Managing Agent by the Na Lei Hulu Kupuna Limited Partnership.



TELEPHONE DIRECTORY

GENERAL INFORMATION

In the event of an emergency, please call the following:

Fire Department: 911

Police Department: 911

Ambulance: 911

Utilities and Services Telephone Numbers

Hawaiian Electric (new account):	548-7311
Hawaiian Electric (emergency repair):	548-7961
Hawaiian Telcom (new service):	643-3456
Hawaiian Telcom (repair):	611
Oceanic Cablevision (Customer Service):	643-2100
Oceanic Cablevision (repair):	643-2337

Managing Agent Telephone Numbers

Property Manager:	Keith Irvine
Na Lei Hulu Kupuna Telephone:	593-1009
Fax:	597-9161
Maintenance Personnel:	Tony St. John
Telephone:	753-1228
Managing Agent	Mark Development, Inc. 3165 Waialae Avenue, Ste. 200 Honolulu, HI 96816
Telephone:	735-9099
Fax:	(781) 295-3427



I. GENERAL RULES

- A. **REGISTRATION.** Tenants must complete a registration card within 72 hours of occupancy. This registration information will include a list of all occupants, emergency contacts, and vehicle data. Tenants must provide the Resident Manager with changes to the information within 5 days.
- B. **NOTIFICATION DURING ABSENCE FROM PROPERTY.** Tenants are required to provide the Resident Manager's office with an emergency contact person, address and telephone number during any absence of more than five (5) days.
- C. **GUESTS OF TENANTS.** Tenants are responsible for registering with the Resident Manager's office any guest who will be visiting and staying in an apartment for more than FIVE (5) consecutive nights.
- D. **RESPONSIBILITY FOR DAMAGE.** Each Tenant shall be held personally responsible for any damages or destruction to any common elements or other property caused by the Tenant, Tenant's family member, Tenant's guests, or any other person who may be at the Premises on behalf of the Tenant.
- E. **EMERGENCY**
 - 1. Any Tenant needing the immediate services of the Police, the Fire Department, or an ambulance shall call the 911 emergency telephone number.
 - 2. The Resident Manager or Managing Agent shall be notified of all emergencies, particularly those such as water flooding, fire, theft, etc.
 - 3. The Managing Agent, Resident Manager, or staff may enter any apartment at any time for emergency-related situations, i.e., fire, water flooding, or other similar situations requiring immediate action.
- F. **ACCESS TO APARTMENTS BY RESIDENT MANAGER.** The Resident Manager is not required to give access to apartments or the Premises without the written permission and indemnification of the Tenant.

II. APARTMENT OCCUPANCY AND USE

- A. **APARTMENT USE.** An apartment within the Premises shall be used only as a place of residence. No apartment shall be used to conduct a business or for any other non-residential use.
- B. **OCCUPANCY.** Occupants shall be restricted to only those persons listed on a current Rental Agreement and Certification of Eligibility for the apartment.
- C. **TEMPORARY OCCUPANCY**
 - 1. **CONDUCT OF TENANTS, GUESTS, AND OTHER PERSONS.** All Tenants, guests, and other persons shall comply with these House Rules at all times when on the Premises. Tenant's guests also include delivery or service people hired by the Tenant.
 - 2. Each Tenant shall assume the responsibility for the conduct of all their guests. Every Tenant shall, upon request of the RESIDENT MANAGER/MANAGING AGENT, immediately get rid of, at his expense, any structure, thing, or condition that may exist with regard to the occupancy of the apartment by his



permitted guests contrary to the interest and meaning of the provisions contained in these Rules; or, if the Tenant is unable to control the conduct of his guests to conform with these Rules, he shall, upon the request of the RESIDENT MANAGER/MANAGING AGENT immediately remove such guests from the Premises, without compensation for any damage of whatever nature resulting from it.

- D. LOCKOUT. A lockout is deemed to be due to Tenant carelessness; therefore, if the Resident Manager is not readily available to allow the Tenant access into their apartment, the Tenant may be charged a lockout fee.
1. DURING USUAL BUSINESS HOURS, Tenants who are locked out of their apartment may contact the Resident Manager for re-entry to their apartment.
 2. AFTER USUAL BUSINESS HOURS, Tenants who are locked out of their apartment shall call a locksmith on their own and the Tenant shall be fully responsible for the cost(s) incurred.
 - a) If the Resident Manager is available after hours, the Tenant shall bear the \$30.00 lock-out fee payable to the Managing Agent.
- E. WATER FACILITIES. Toilets, sinks, and other water apparatus in the building shall not be used for any purpose other than those for which they were designed. Tenants shall not throw any sweepings, rubbish, rags, or other similar articles into them. Any damage resulting from the misuse of any toilets, sinks or other water apparatus in a apartment shall be repaired and paid for by the Tenant of such apartment.

III. USE OF COMMON AREAS, ENTRANCES, AND LANAIS

A. RECREATIONAL AREAS

1. The designated recreational areas, including the multi-purpose room, pond area and lanai area, and garden plots are for the exclusive use of the Tenants, occupants, and accompanied guests of the Na Lei Hulu Kupuna. The Resident Manager may refuse access or remove person(s) whom the Resident Manager, in good faith, finds to be a threat to the safety and well being of the Premises.
2. The multi-purpose room and adjoining lanai area shall be available for use between the hours of 6:00 a.m. and 8:00 p.m. Sundays through Thursdays; and between the hours of 6:00 a.m. and 9:00 p.m. on Fridays, Saturdays, and any day preceding a holiday.
3. The multi-purpose room shall be restricted to the exclusive use of Na Lei Hulu Kupuna tenant-related meetings and social functions.

B. PARKING AREA & AUTOMOBILES

1. ASSIGNED PARKING STALLS
 - a) Each parking stall shall be reserved for the exclusive use of the assigned Tenant. Tenants must not use any other parking stall which has been assigned to other apartments.
 - b) The parking stalls may only be used as a parking space for a licensed motor vehicle in normal operating condition. Tenants may not store junked vehicles in the parking stall.



- c) Parking outside of marked parking stalls is prohibited. Assigned parking stalls may be used to park any type of automobile, truck, van, trailer or sea craft, provided such vehicle does not protrude from the stall.
- 2. **LOADING AREAS.** Cars should not be parked or left unattended at any loading areas, or in the driveways at any time.
- 3. **WORKMEN AND DELIVERIES.** When workmen are performing any work in any apartment or if the Tenant orders deliveries of any kind, the Tenant shall advise them to use his parking stall or to park on the street.
- 4. **VIOLATIONS.** Violators of parking regulations shall have their cars towed away at their expense. If the violator is a Tenant or guest of any particular apartment, the Tenant thereof shall be held responsible for payment of the towing charge.
- 5. **VEHICLE REPAIRS**
 - a) Changing, restoring, or filling car oil, brake or transmission fluid, antifreeze, gasoline or any other item that is a hazardous substance, poison, flammable material, or threat to the environment is specifically prohibited.
 - b) No car or vehicle repairs or adjustments may be made at any time in the parking areas or common grounds of the property, except only minor repairs or adjustments necessary to start a vehicle so that it can be removed and repaired elsewhere.
- 6. **PARKING STALL MAINTENANCE**
 - a) Tenants are responsible for the cleanliness of their respective parking stall, including the removal of any grease build-up. Tenants may be held responsible for the cost incurred to clean the stall if Tenant fails to properly maintain it.
 - b) No personal items, such as lumber, furniture, car parts or crates, shall be permitted to be stored in the parking stall.
- 7. **GUEST PARKING STALLS-**There are no guest parking stalls available at Na Lei Hulu Kupuna. The drive through area is restricted to pick up and dropping off.

IV.

NOISE AND NUISANCES

- A. **NOISE AND NUISANCES PROHIBITED.** No nuisance shall be permitted in the Premises nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Managing Agent or Resident Manager or which unreasonably interferes with or is unreasonable annoyance to the peaceful possession or proper use of the Premises by Tenants.
- B. **SPECIFIC RULES**
 - 1. **EXCESSIVE NOISE AND OBJECTIONABLE ODORS PROHIBITED.** Tenants shall avoid unreasonably excessive noise of any kind at any time and shall not



- cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their apartments.
2. **HOURS FOR WORKMEN.** No workmen shall be allowed by the Tenant into the Premises on Sundays or holidays, or before 8:00 a.m. or after 7:00 p.m. on any day, except for emergencies.
 3. **LAUNDRY ROOM HOURS.** The laundry room shall be open for use by Tenants of the Premises only during the hours of 8:00 a.m. to 10:00 p.m. daily.
 4. **MOVING IN/OUT OF APARTMENTS.** No moving will be allowed in the Premises before 9:00 a.m. or after 5:00 p.m. At least 24 prior notice must be given to the Resident Manager in order that the elevator is padded for protection. During a move in or move out, any damage(s) caused by the Tenant or his movers shall be the responsibility of the Tenant.
 5. **QUIET HOURS.** Radios, tv's, stereos, etc. in the apartments must be played at reduced volume after 10:00 p.m. and before 8:00 a.m. and shall at all times be played at a volume that does not unreasonably annoy or disturb other Tenants.
 6. **MINIMIZING NOISE IN COMMON AREAS.** Tenants and guests shall not make excessive noise while in the lobbies, hallways, parking areas, recreation areas, and other common areas of the Premises.
 7. **DOORS.** Extreme care should be exercised to avoid slamming of doors since such door slamming may be a disturbance to other Tenants.
 8. **REPORTING OF LOUD NOISE.** Excessive noise, at any time, should be reported to the Resident Manager who will take appropriate action. If the Resident Manager is unavailable, Tenants shall report excessive noise problems to the police by calling 911.
 9. **SOLICITATION PROHIBITED.** No soliciting of any kind is allowed in the Premises.
 10. **DUSTING OR SHAKING OBJECTS FROM WINDOWS**
No rugs or other objects shall be dusted or shaken from the windows of any apartment or cleaned by beating or sweeping on any part of the common grounds.

V. **SAFETY AND HEALTH CONSIDERATIONS**

- A. **OBSTRUCTIONS.** The sidewalks and entrance ways to apartments must not be blocked or used for storage or for any purpose other than ingress and egress (traveling to or from apartment units). No shoes, slippers, plants, rugs, doormats, toys, or other personal articles may be stored on the common walkways of the building.
- B. **THROWING OF OBJECTS FROM BUILDING.** Nothing shall be thrown from windows, including specifically, without limitation, cigarettes and matches.



- C. **FLAMMABLE OR DANGEROUS LIQUIDS.** Flammable fluids such as gasoline, kerosene, or explosive materials (fireworks) deemed to be hazardous to life, limb, or property will not be brought into the Premises. Fireworks, of any kind, are forbidden within an apartment or on the common grounds of the Premises.
- D. **OVERLOADING OF FLOORS.** Nothing shall be allowed, done or kept in any apartment or on the common grounds of the Premises which would overload or impair the floors, walls, or roofs or cause an increase in the ordinary premium rates or the cancellation of invalidation of any insurance maintained by the Premises.
- E. **SKATEBOARDING, ROLLER BLADING** are prohibited in any area of the Premises.
- F. **RULES OF GOVERNMENT AUTHORITY.** Every Tenant shall at all times observe and maintain all laws, ordinances, rules and regulations now and hereafter made by any governmental authority applicable to the use of the Premises.
- G. **RIGHT OF ENTRY.** The Managing Agent or Resident Manager and other persons authorized by the Na Lei Hulu Kupuna Limited Partnership have the right to enter an apartment in the event of an emergency originating in or threatening such apartment, whether or not such Tenant is present at the time. At all other times, the Managing Agent or Resident Manager and other persons authorized by the Na Lei Hulu Kupuna Limited Partnership may enter an apartment by giving the Tenant advance 48 hours notification and Tenant shall not unreasonably withhold access to the apartment.
- H. **TRASH DISPOSAL.** Usual household trash shall be properly disposed of in the appropriate trash chute receptacle. Any trash containing food shall first be securely wrapped before being placed in the trash chute.
- I. **OPEN FIRES FOR BARBECUE.** No fires, open flames, hibachis, or grills of any kind whatsoever shall be permitted in any apartment but may be permitted in the specified common area provided that non-chemical fire starters are used and provided that adequate provisions are made to control smoke and flames so as not to cause hazard or annoyance to other Tenants.
- J. **SAFETY IN THE PARKING LOT.** The parking areas or other common areas are not intended for recreational use nor shall be used for recreational activities of any kind. Speeding will not be permitted on the Premises. Appropriate action will be taken by the Managing Agent pursuant to the fullest extent of the law.
- K. **ILLEGAL DRUGS.** The use, sale, or distribution of drugs or other controlled substances is a material breach of Tenant's Rental Agreement and shall result in all applicable penalties and the immediate termination of Tenant's Rental Agreement. No activity shall be engaged in and no substance introduced into or manufactured within the Premises which might result in violation of the law and/or cancellation of the Premises's insurance policy or increase in the insurance premium.



- VI. AESTHETICS
- A. No unsightliness, within the public view, is permitted on the Premises.
 - B. WINDOW COVERINGS. Only existing window blinds may be hung in windows. No modification to the installed window blinds may be made by Tenants.
 - C. No laundry, dry cleaning, garbage cans, household supplies, excess items, or other similar items, shall be allowed to remain in view at the front entrance to any apartment.
 - D. LAUNDRY-Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall not be placed in doorways or in windows so as to be in view from outside the apartment.
 - E. PERSONAL PROPERTY. No items of personal property, including surfboards, kayaks, bicycles, or mopeds, shall be left or allowed to stand on entry ways or any of the common areas. Articles of any kind left in any of the common areas will be removed at the Tenant's risk and expense at the direction of the Managing Agent or Resident Manager.
 - F. SIGNS AND DECORATIONS. No Tenant will erect, affix or place any signs, electrical or otherwise, nor post any bills or other advertising matter, on the apartment's front door or on any part of the common elements or to be visible from any points outside of the apartment. Seasonal decorations may be used; however, they must be removed within 30 days following the specific holiday.
 - G. VANDALISM. Acts of vandalism will not be tolerated and will be prosecuted to the fullest extent of the law. Any Tenant witnessing vandalism at the Premises shall immediately report it to the Resident Manager or the police.
- VII. BUILDING ALTERATIONS, MAINTENANCE, AND REPAIRS
- A. No structural changes of any type shall be permitted either within or outside of any apartment.
 - B. Window tinting is prohibited.
 - C. Every Tenant shall report promptly to the RESIDENT MANAGER, all required repair, maintenance and alteration work within the apartment, the omission of which would adversely affect any common element or any other apartment. The Tenant shall be responsible for all loss and damage caused by his failure to so report.
 - D. ANNUAL APARTMENT INSPECTIONS. With advance 48 hours notification, Tenants shall allow the Resident Manager or Managing Agent access to their apartment for an annual inspection. The purpose of the inspection is to ascertain that the apartment is maintained in a clean and orderly manner and that all appliances, plumbing, and electrical are in good operating order.
 - E. No plantings shall be made in the common areas which may damage the common elements of the Premises; nor shall any plantings interfere with the use and enjoyment of the Premises by any other Tenant.



- VIII. EMPLOYEES OF THE MANAGING AGENT
- A. MAINTENANCE WORKERS
Maintenance employees will make every effort to maintain the grounds effectively. Nonetheless, these employees are not available on a 24-hour daily basis, and much of their work time must be devoted to maintenance and repair, etc. Accordingly, and in the common interest, every Tenant is to do his part and to use his influence on all members of his household to do their part towards abating unsightliness on the Premises to the fullest practicable extent.
- B. EMPLOYEE DIRECTION
Employees of the Managing Agent are under the sole direction of the Managing Agent, and during the prescribed hours of work, they shall in no case be diverted to the private business or employment of any Tenant. Tenants shall not instruct any employee to leave the common areas.
- IX. OTHER RULES AND REGULATIONS
- A. TENANT RESPONSIBILITY IN THE OBSERVANCE OF RULES
Each Tenant shall observe and carry out these rules and ensure that all occupants and guests also observe and follow these rules. In the event expenses are incurred due to violations of these rules, the Tenant shall be responsible for payment of same, including reasonable attorney's fees.
- B. INDIVIDUAL APARTMENT KEYS. To facilitate the right of access to the Managing Agent, a key to each apartment shall be retained by the Resident Manager/Managing Agent.
1. Locks shall not be supplemented or changed without prior approval of the Managing Agent.
 2. No entrances to an apartment shall be barred by a sliding bolt or other device which renders access by such keys difficult or impossible.
- C. CLEANLINESS AND SANITATION
Each Tenant will, at all times, keep the apartment and all common areas in a clean and sanitary condition, and will observe, perform and abide by all laws, ordinances, rules, and regulations now or hereafter made by any governmental authority.
- X. VIOLATIONS OF THESE RULES
- A. REPORTING VIOLATIONS AND DAMAGE(S)
All corrective actions regarding violations of the rules and damages to the common elements or common areas will be enforced by the Managing Agent/Resident Manager and shall be reported promptly to the Managing Agent/Resident Manager. Damages to the common elements or common areas shall be surveyed by the Managing Agent at the direction of the Na Lei Hulu Kupuna Limited Partnership and the cost of repair and/or replacement and any legal fees incurred may be assessed by the Na Lei Hulu Kupuna Limited Partnership against the person or persons responsible, including, but not limited to, against Tenants or occupants for damages caused directly or indirectly by their guests.



